facilities or networks, as well as of any other changes which would affect the interoperability of those facilities and networks;

 collocation - the duty to provide physical or virtual collocation of equipment necessary for interconnection or access to unbundled network elements.

The Act is designed so that providers of telecommunications services, whatever their size, can enter the local exchange service market to provide the benefits of competition to consumers. The Act contemplates that entry into the local market can be accomplished by the competitor building its own facilities, or purchasing unbundled network elements from an incumbent local exchange carrier, or reselling the services of the incumbent local exchange carrier. Toward this end, this Commission has enacted its rules for the facilitation of local exchange competition, and WOLD has applied for a certificate of convenience and necessity (filed originally on May 17, 1996) to expand the telecommunications services which WOLD has been providing to the public previously.

B. History and Documentation of Negotiations

WOLD is a provider of telecommunications services, including long distance services, and does business as Dial Tone Savers. On April 10, 1996, WOLD met with SWBT to begin discussions regarding the resale of local telecommunications services pursuant to the new Telecommunications Act of 1996. At that time, SWBT presented a Mutual Confidentiality and Nondisclosure Agreement, drafted by it and printed on its form, to WOLD for signature (see Exhibit 1, attached). The initial meeting was general in nature, and no specific prices for specific services were discussed (see Exhibit 2, attached, minutes of meeting of April 10, 1996).

Since that time, the parties have met in person numerous times and have continued negotiations by letter and by telephone, but have not been able to reach an interconnection agreement. The position of each party is listed below, with supporting documentation attached hereto as exhibits.

NOTE: Large parts of the documentation evidencing negotiations, listed below, have been designated by SWBT as proprietary and not subject to disclosure outside of SWBT except under written agreement. Those documents are in the possession of SWBT and will be provided to the Commission and to the arbitrator upon declassification of such documents by SWBT or in conformity with Commission order.

On May 6, 1996, the WOLD and SWBT met again in Oklahoma City (see Exhibit 3, cover letter dated May 16, 1996, corresponding minutes designated as proprietary by SWBT). At that meeting, the issues discussed were state-specific matrices of services to be available for resale, discrimination in favor of large carriers, service area, resale of intraLATA toll, billing data, PIC selection, telephone number assignment, customer credit information, "slamming", disconnect orders, repair service, and competition against switched service providers.

On June 7, the parties met again (see Exhibit 4, attached, cover letter dated July 3, 1996, corresponding minutes designated as proprietary by SWBT, and Exhibit 5, cover letter dated July 19, 1996, corresponding revised minutes designated as proprietary by SWBT). At that meeting, in addition to the issues listed above, WOLD made its offer as to a proposed discount and SWBT offered a discount of 3% to 5% on the resale of retail services (see Exhibit 6, attached, cover letter dated July 9, 1996 with proposal attachments dated June 6).

By subsequent telephone conversation of June 19, 1996, the parties discussed SWBT's demand to charge WOLD \$44.25 for each change-over of a residential customer, and \$82.75 for each change-over of a business customer (see Exhibit 7, letters dated June 24 and July 2, 1996 with attachment).

On August 20, 1996, SWBT revised its offer by telephone, subsequently confirmed by letter dated August 23, 1996 (see Exhibit 8, letter dated August 23, 1996). SWBT's new proposed resale discount was 15.4%. SWBT also provided its revised its list of services available for resale (see Exhibit 9, list of services designated as proprietary by SWBT), and provided a draft of its resale agreement (see Exhibit 10, resale agreement designated as proprietary by SWBT).

By letter dated August 28, 1996, WOLD submitted a counter-proposal to SWBT (see Exhibit 11, letter dated August 28) to which SWBT responded by letter dated August 30 (see Exhibit 12, letter dated August 30, 1996).

While the parties have not stopped their negotiations, this request for arbitration is being filed pursuant to the time frames established by Commission rules.

C. Positions of the Parties on Unresolved Issues

The issues remaining unresolved between the parties are listed below in general broad categories for ease of reference.

1. Issue - Pricing

WOLD position - WOLD has requested a resale discount of 33.2% based on information in FCC Order 96-325. SWBT's avoided cost studies were not made available to WOLD. The proposal is based upon the figures contained in the MCI model referred to in Section VIII, paragraph 81 of the FCC order. SWBT is required to provide a cost study to the Commission on the 160th day after receipt of a request for negotiation pursuant to OAC 165:55-17-25. WOLD has proposed a "records change" charge of \$6.00 to be paid to SWBT for "conversion" of a customer from SWBT to WOLD.

SWBT position - SWBT has offered a 15.4% resale discount. As to non-recurring charges, SWBT decreased it offered discount from 25-33% to 15.4%. SWBT has requested a "records change" charge of \$28.00 to be paid to it for "conversion" of an end-user receiving "non-complex" service from SWBT's network.

2. Issue - Operator Services/Branding

WOLD position - WOLD has requested branding of O+ calls.

SWBT position - SWBT stated in a conference call on August 25, 1996 that branding calls was out of the question because SWBT did not intend to purchase software that would cost justify branding.

3. On-Line Order Entry and Inquiry

WOLD position - WOLD has requested prompt implementation of customer on-line order entry and inquiry so that customers orders will be promptly filled and so that customers can know while on the phone what services are available, the prices, and when they will be

activated. SWBT's proposal to receive information via fax would delay customer service inquiries up to 48 hours, which is unacceptable, and would place WOLD at a competitive disadvantage.

SWBT position - SWBT has indicated that on-line order entry and inquiry might be available by January 1, 1997, but would not indicate the specific type of service or the number of user licenses that would be available. SWBT indicated that it would be glad to receive customer orders and other information from WOLD via fax.

4. Promotions and Notifications of New Services

WOLD position - WOLD is requesting a minimum 90 days advance notice of new services and promotions, and that SWBT make its promotions available to WOLD. This will allow sufficient time for modification and testing of any required electronic interfaces.

SWBT position - SWBT indicated that it does not know if it would allow any prior notification or if it would make its promotions available to WOLD for resale.

5. Resale of Promotional Packages

WOLD position - WOLD is requesting the resale of promotional packages such as The Works, 1+Savers, Wide Area Calling, and others.

SWBT position - SWBT does not wish to make such packages available for resale.

6. Number Portability

WOLD position - SWBT has not adequately explained its position with regard to ownership of or rights to a terminated number. In addition, it is unclear whether a customer who switches from one Local Service Provider to another can keep the same number and not incur any charges.

SWBT position - At this point, SWBT's position regarding number portability is unclear to WOLD.

7. Credit Information

WOLD position - WOLD is requesting that SWBT supply Local Service Providers with certain customer credit information, e.g., whether prior service was disconnected for non-payment. Such information would not intrude into a customer's privacy, and would prevent fraudulent switching between Local Service Providers or other fraudulent usage.

SWBT position - SWBT has indicated that it would not provide customer credit information.

Because negotiations have been ongoing and are not complete, and because much of the documentation, including SWBT's proposed resale agreement, has only been provided very recently, WOLD reserves the right to amend this list of issues.

C. Documentation of Resolved Issues

At this time, there is no documentation of resolved issues, other than as indicated in the documents referred to above. The parties have not entered into a definitive agreement, and negotiations are still ongoing.

3. Legal Authority

This Commission has authority over this application pursuant to 47 U.S.C. §252, Article IX, Section 18 of the Oklahoma Constitution, and OAC 165:55-17-7.

4. Relief Requested

WOLD desires to enter the local telecommunications services market on a realistic, viable and competitive basis as contemplated by the Telecommunications Act of 1996 and by this Commission's rules for the facilitation of local exchange competition. Therefore, WOLD respectfully requests this Commission to appoint an arbitrator, to set a procedural

schedule for arbitration, including provisions for appropriate discovery, and to arbitrate and resolve outstanding issues between WOLD and SWBT within the nine-month period starting from the date of WOLD's request, as stated in OAC 165:55-17-7.

Respectfully submitted,

George 2. Makohin, OBA #5639

7323 Waverly

Oklahoma City, Oklahoma 73120

Phone:

(405) 843-8040

Fax:

(405) 843-8040

ATTORNEY FOR WESTERN OKLAHOMA LONG DISTANCE, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that on this 3rd day of September, 1996, a true and correct copy of the foregoing, with exhibits, was hand-delivered to:

Robert E. Goldfield Arbitrator Oklahoma Corporation Commission Jim Thorpe Office Building Oklahoma City, Oklahoma 73105

Mr. Roger Toppins Southwestern Bell Telephone Company 800 North Harvey Room 310 Oklahoma City, Oklahoma 73102

Mr. John Gray Senior Assistant Counsel Oklahoma Corporation Commission Jim Thorpe Office Building Oklahoma City, Oklahoma 73105

Mr. Rick D. Chamberlain Assistant Attorney General Office of the Attorney General 112 State Capitol Building Oklahoma City, Oklahoma 73105

EXHIBIT 1

Mutual Confidentiality and Nondisclosure Agreement

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement made and entered into as of the day of Agreement made and entered into as of the day of Agreement made and entered into as of the day of Agreement of the second s

WHEREAS, the Parties' negotiations will necessarily include the disclosure of trade secrets and other highly confidential and/or proprietary information and data by the Parties;

NOW, THEREFORE, in consideration of mutual promises exchanged and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following terms governing the confidentiality of certain information one party ("Owner") may disclose to the other party ("Recipient"). As used in this Agreement, the term "Recipient" includes any of the Recipient's employees or agents.

1. DEFINITIONS. For purposes of this Confidentiality and Nondisclosure Agreement ("Agreement"), "Confidential Information" means all information of Owner or another party whose information Owner has in its possession under obligations of confidentiality, in whatever form transmitted, relating to business plans or operations, network design, systems and procedures and/or the sale, purchase, and use of services, which is disclosed by Owner or its affiliates to Recipient or its affiliates indicating its confidential and proprietary nature and marked confidential or proprietary. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party. The information, if in tangible form, shall be marked prominently with a legend identifying it as confidential. If the information is oral, then it shall be presumed by the Recipient to be confidential.

Notwithstanding the foregoing, Confidential Information shall not include any information of Owner that (a) was in the public domain at the time of the disclosing party's communications thereof to the receiving party; (b) entered the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication thereof to the receiving party; (c) was in the receiving party's possession free of any obligation of confidence at the time of disclosure by the other party; or (d) was disclosed to the receiving party by a nonparty source, free of any obligation of confidence, after disclosure by the party; or (e) was developed by employees or agents of the receiving party independently or and without reference to any of the Confidential Information that the disclosing party has provided to the receiving party.

2. OWNERSHIP. All Confidential Information in whatever form (including, with limitation, information in computer software or held in electronic storage media) shall be and remain property of Owner. All such Confidential Information shall be returned to Owner promptly upon written request and shall not be retained in any form by Recipient.

- 3. NONDISCLOSURE. Recipient shall not disclose any Confidential Information to any person or emity except employees, agents, or affiliates of Recipient who have a need to know (collectively, "Representatives") and who have been informed of and agree to abide by Recipient's obligations under this Agreement. Each such Representative shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Recipient agrees to be and remain jointly and severally liable for any disclosure by any such Representative which is not in accordance with this Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient uses for its own confidential information of like importance and, at a minimum shall exercise reasonable care. The Parties agree that this Agreement does not prohibit the disclosure of Confidential Information where applicable law requires, including but not limited to, in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event the Recipient receives an agency or court subpoens or order requiring such disclosure of Confidential Information, Recipient shall immediately, and in no event later than five (5) days after receipt, notify Owner in writing. All rights and obligations under this Agreement shall survive the expiration or termination of any contract or other agreement between Owner and Recipient. The obligations of the Parties under this Agreement shall continue and survive the completion of the aforesaid discussions and shall remain binding for a period of two (2) years from the date of execution of this Agreement. This provision shall remain binding for the above-stated period, even if the Parties abandon their efforts to undertake a possible business transaction together.
- 4. REMEDIES. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, Owner may seek any and all relief available in law or equity as a remedy for such breach, including but not limited to, monetary damages, specific performance, and injunctive relief. The Parties acknowledge that Confidential Information is valuable and unique and that disclosure will result in irreparable injury to Owner. In the event of any breach of this Agreement for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.
- 5. DISCLAIMER. This Agreement and the disclosure and receipt of Confidential Information do not create or imply (i) any agreement with respect to the sale, purchase, or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright, or other intellectual property.
- 6. COMPLETE AGREEMENT. This Agreement (i) is the complete agreement of the Parties concerning this subject matter and supersedes any prior such agreements; (ii) may not be amended except in writing signed by the Parties; and (iii) is executed by authorized representatives of each party.
- 7. GOVERNING LAW. This Agreement is governed by the laws of the state of Oklahoma.
- 8. SUCCESSORS AND ASSIGNS. This Agreement shall benefit and be binding on the Parties below and their successors and assigns.

WESTERN OKLAHOMA LONG DISTANCE	SOUTHWESTERN BELL TELEPHONE COMPANY
By ton Tylin	By Did Hamal
Print Name Row Tay lor	Print Name David Hammork
Address 501 GARY BLVD	Address DBC 38-K-8
Chinton, OK 3601	St-Lov= MO 63101
Date 4-10-96	Date 470-26

EXHIBIT 2

Minutes of meeting of April 10, 1996

Southwestern Bell Telephone

April 22, 1996

Bruce Sparling Director Competitive Assurance Mr. Ron Taylor
Western Oklahoma Long Distance
P.O. Box 486
501 Gary Boulevard
Clinton, Oklahoma 73801

Dear Mr. Taylor

We enjoyed meeting with you April 10, 1996 to discuss Western Oklahoma Long Distance's plans of becoming a reseller of local service in Oklahoma. We believe this initial meeting was productive and established a good foundation for our two companies to work together in this endeavor. To make certain we are addressing all the issues from our meeting, attached are minutes for your review. Please advise Helen Morris on 405-291-7767, if there are omissions or corrections required.

Whenever you determine that it would be useful to meet again to discuss Western Oklahoma Long Distance plans to become a reseller of local service, we would be happy to meet with you to discuss resale arrangements.

We are looking forward to working with you.

Sincerely.

Attachment

800 North Harvey Room 199 Okiahoma City, OK 73102

Phone 405 291-6398 Fax 405 236-7568

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WESTERN OKLAHOMA LONG DISTANCE

One Bell Central. Conference Room 175 Oklahoma City Oklahoma April 10, 1996 9:00 AM

ATTENDEES:

Ron Taylor	Western Oklahoma Long Distance
Scott Liner	Western Oklahoma Long Distance
Bruce Sparling	SWBT
Bob Stafford	SWBT
Dave Hammock	SWBT
Russ Ewing	SWBT
Jeff Fields	SWBT
Helen Morris	SWBT

This was the initial meeting with Western Oklahoma Long Distance (WOLD). The purpose of the meeting was to discuss the steps necessary for WOLD to resell service in SWBT territory.

BACKGROUND

WOLD was established in 1985. The company sells long distance telephone service and performs telephone installation and service. They are currently an agent reselling SWBT services under a different name. WOLD's service territory covers over 27 towns which stretch across most of western Oklahoma. They want to resell local telephone service in Oklahoma.

The company is owned by Roger Frank and Ron Taylor. They were both employed by AT&T until 1985. WOLD has twenty employees including the officers.

Dave Hammock opened the meeting by identifying the role of negotiation team members. He introduced the SWBT personnel and explained Bruce Sparling will be the lead negotiator for SWBT and Helen Morris will be their Account Manager. Ron Taylor introduced Scott Liner who is a technician for WOLD. Mr. Hammock asked if WOLD had considered signing the Nondisclosure Agreement. After some discussion, Mr. Taylor signed the agreement in order to be able to pursue a more thorough discussion of issues of mutual interest. A copy signed by Mr. Taylor and Mr. Hammock was provided to WOLD for their files.

Mr. Taylor said he had been talking with Sheree King at the Oklahoma Corporation Commission about being a LSP and realized that the local service rules for Oklahoma will not be available until July 1, 1996. He indicated that he had done some research on what they could receive. He wanted to make sure that as a small company they receive the same negotiation opportunities that large companies receive. Based on his experience

in the Long Distance business, Mr. Taylor wants to be sure there isn't a price advantage for large carriers. He said this will be a major issue with small LSP's.

ISSUES DISCUSSED

- Mr. Taylor asked how billing would work and what would be the start up cost? He
 stated that WOLD would be interested in some kind of procurement agreement with
 accounting. They would like to pay receivables on some type of an arrears basis, and
 would consider a bond.
- Mr. Taylor stated that they would need a selling point as a local service provider and that they would not be providing any type of switched services.
- Mr. Taylor said he does not understand the concept of being a LSP. He believes SWBT and WOLD can co-exist.
- Mr. Taylor said that they currently have an agency agreement reselling business and
 residences including The Works and other SWBT services. They have been told by
 their agency contact that if they become an LSP they would loose their agency
 agreement. They indicated this was an immediate concern.
- Mr. Taylor stated that he thinks it would be a good sales channel for SWBT to have LSP's, especially in the rural areas, to function similar to the current agency sales agreements. The local LSP can provide a direct personal contact with the customer.
- Mr. Taylor indicated they have a customer base of 100,000 within a thirty mile radius of Clinton and Sayre.
- Mr. Taylor asked how competitive SWBT's business approach was to LSP's. Mr.
 Hammock said SWBT is absolutely committed to the negotiation process under the
 law.
- Mr. Taylor said they currently employ twenty employees and are estimating growing
 to forty people. He sees competition in the rural area as more diverse. He feels their
 market will be residence and small business. Mr. Taylor said they could not compete
 for the Plexar type services.
- Mr. Taylor asked if they start negotiating how do they determine the cost of the product. Mr. Hammock explained that the price would be retail minus avoided cost, as specified in the Telecommunications Act of 1996.
- Mr. Taylor stated that WOLD is interested in a five year contract as an agent of SWBT. He feels that they need to become a LSP.

- Mr. Taylor stated that WOLD is interested in reselling other services and features besides dial-tone.
- Mr. Taylor asked what yardstick we have to measure the services that we will
 provide. Mr. Hammock indicated that our offering will be based on the services that
 the law says we must provide for resale. Mr. Hammock provided WOLD a list of the
 business and residence services that represent our offering for resale in Oklahoma.
- Mr. Taylor asked if they were going to be able to provide service in ILEC territory. Mr. Ewing explained that the process is based on who provides the facilities in each area they wish to provide local service. If they want to provide local service in an ILEC's territory they will have to negotiate with that ILEC. Mr. Stafford explained the Oklahoma Rule Making language has special provisions regarding ILEC's and other local service providers in their area.
- Mr. Taylor asked if it would be beneficial to have a consultant do the negotiations for them. Mr. Hammock explained we would negotiate in good faith with them or a consultant.
- Mr. Fields covered operational issues with WOLD and provided the LSP Account
 Profile sheet. He explained the NECA number as the ID for local telephone
 companies. Mr. Fields explained that WOLD would be required to get a company ID
 number.
- WOLD currently has Customer Network Administration (CNA) installed and they are very familiar with the software.
- Mr. Fields explained that the Provider Resource Center is the LSP's business office
 and single point of contact for day-to-day operations. He provided them sample
 copies of the order request forms. He also explained that there is a single point of
 contact for maintenance center issues.
- Mr. Taylor asked at what point are they could provide local service. Mr. Fields explained that would be dependent on what this team could work out.
- An Operator Services Profile was provided to WOLD. This form contains the basic information our operators will need to redirect calls from WOLD customers.
- Mr. Fields explained that when a customer disconnects with SWBT and reconnects
 with an LSP their SWBT calling card will be canceled. It was explained that if they
 wanted to issue their own calling card they could re-initiate the card by providing
 SWBT the pin number. WOLD may be interested in a customer leaving their calling
 card account with SWBT.

- WOLD asked what type of training will be provided. Mr. Fields explained that we
 would work very closely with them on filling out the forms. The PRC will come to
 their premise to train their employees. We also told them a one day workshop is
 being prepared which they can attend.
- Mr. Taylor is concerned with being locked into a contract and not being able to react to the needs of the business. WOLD questions whether SWBT will pass on promotions to resellers and whether it will be done in a timely manner. Mr. Taylor said issues need to be cleared up regarding fair trade agreements. Mr. Sparling told them they could make us a proposal including all the protections WOLD feels are necessary to compete against switched based providers.
- Mr. Liner asked how quick a disconnect will occur. Mr. Fields explained that is a real-time issue, but it is something we could check on for them.
- Mr. Taylor said they have already sent a letter to the Corporation Commission, they expect their Certificate of Convenience And Necessity by July 1, 1996.
- WOLD asked how they would find out all the long distance carriers. Do they call
 them by their generic name like MCI or do they need their CIC codes. They asked if
 we charge them the CIC code change charge and do they pass these on to their
 customers. We explained these were issues that would have to be researched.
- Mr. Liner asked about MegaLink. Mr. Sparling explained that the services we are
 providing are switched based services not access services. Mr. Hammock indicated
 that the list contained the things we are going to provide. If WOLD wants to propose
 something else we will look at their proposal.
- Mr. Taylor has a fear of the SWBT marketing department. Mr. Fields explained SWBT marketing will view WOLD as a competitor and treat it's information as confidential allowing only SWBT employees with a "need to know" to see WOLD proprietary information.
- Mr. Taylor wanted to know when they will be given the specific information on wholesale prices. Mr. Hammock explained that we are still working on that, but that does not preclude WOLD from making us a proposal. Mr. Taylor said they are not in a position to offer a percentage because they are not sure of the cost.
- Mr. Liner wanted to know when they can start reselling SWBT services as an LSP.
 Mr. Hammock explained that federally there are no restrictions, but we are not sure what the Oklahoma rules will require. Mr. Hammock told them we would prefer a written proposal describing WOLD's request for service from SWBT.

Mr. Taylor reiterated that they just want to do business in Oklahoma. He said we had provided them quite a bit of information to absorb. He said we would have a letter from them within a month. Mr. Taylor said they would get back with Ms. Morris. The meeting adjourned.

EXHIBIT 3

Minutes of meeting of May 6, 1996 with cover letter dated May 16, 1996 (minutes designated as proprietary by SWBT)

(A) Southwestern Bell Telephone

.'he One to Call On".

May 16, 19967

: Sparling

or etitive Assurance Mr. Ron Taylor and

Mr. Roger Frank

Western Oklahoma Long Distance

P. O. Box 486

501 Gary Boulevard

Clinton, Oklahoma 73801

RE: May 6, 1996 Meeting

Dear Messrs. Taylor and Frank:

Attached for your review are the minutes from the WOLD negotiating team meeting on May 6, 1996 in Oklahoma City. Please advise Helen Morris of any corrections or additions.

As we discussed in the meeting, the Oklahoma specific tariff matrix will be forwarded to you when completed. The next meeting will be scheduled at your convenience after you receive the matrix.

Please don't hesitate to call me if you have any questions.

Sincerely,

Bruce Sparling

Director-Competitive Assurance

Attachment

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EXHIBIT 4

Minutes of meeting of June 7, 1996 with cover letter dated July 3, 1996 (minutes designated as proprietary by SWBT)

Southwestern Bell Telephone

The One to Call On".

July 3, 1996

Bruce Sparling
Director
Competitive Assurance

Mr. Ron Taylor Western Oklahoma Long Distance P. O. Box 486 501 Gary Boulevard Clinton, Oklahoma 73801

RE: June 7, 1996 Meeting

Dear Mr. Taylor:

Attached for your review are the minutes from the WOLD negotiating team meeting on June 7, 1996 in Oklahoma City. Please advise Helen Morris of any corrections or additions.

As we discussed in the meeting, also attached is the draft Resale Agreement for Oklahoma. The next meeting will be scheduled at your convenience.

Please don't hesitate to call me if you have any questions.

Sincerely,

Bruce Sparling

Director-Competitive Assurance

Attachments

800 North Harvey, Room 199 Oklahoma City, OK 73102

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EXHIBIT 5

Revised minutes of meeting of June 7 with cover letter dated July 19, 1996 (minutes designated as proprietary by SWBT)

Southwestern Bell Telephone

The One to Call On".

July 19, 1996

Bruce Sparling Director Competitive Assurance

Mr. Ron Taylor Western Oklahoma Long Distance P. O. Box 486 501 Gary Boulevard Clinton, Oklahoma 73801

Dear Mr. Taylor:

This is in regard to your request that we revise the minutes of the June 7, 1996 Negotiating Team meeting to include WOLD's discount concept which you discussed in our meeting. Attached are the revised meeting minutes including language that SWBT would not be able to accept such a proposal.

I would like to point out that in SWBT's proposal the majority of SWBT's basic services are discounted at 5%. The Plexar services that are discounted at 3% already have discounts built into the tariffs.

Please call if you have any questions.

Sincerely,

Bruce Sparling

Director-Competitive Assurance

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Attachment

800 North Harvey, Room 199 Oklahoma City, OK 73102

EXHIBIT 6

WOLD proposal with attachments